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Hempstead #2 Sanitary District And
Csea (Recycling Unit Iii)

1278 MD
36060 JFW

COLLECTIVE BARGAINING AGREEMENT

between

SANITARY DISTRICT NUMBER TWO

TOWN OF HEMPSTEAD

and

**UNIT III
(Recycling Unit)**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000
AFSCME - AFL-CIO**

2001 - 2002 - 2003 - 2004

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

MAR 28 2001

**Dated: December 21, 2000
Baldwin, New York**

CONCILIATION

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AGREEMENT, dated December 21, 2000, between the Board of Commissioners of Sanitary District Number Two, Town of Hempstead, New York (hereinafter referred to as the "District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME - AFL-CIO (hereinafter referred to as the "Local

Statement under Public Employees' Fair Employment Law, Article 14,
New York State Civil Service Law, as amended.

(sometimes called the "Taylor Law")

Sec. 204-(a)(1)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I

Recognition

The District, a public employer as defined in the Taylor Law, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME - AFL-CIO (hereinafter referred to as the Local), as an employee organization within the meaning of such law for the term hereof as the sole and exclusive representative of all permanent, full-time employees in the employ of the District as Recycling Workers. All other personnel employed by the District are specifically excluded from such designated Unit.

ARTICLE II

Checkoff

- (A) The District agrees to deduct from the pay of those employees who voluntarily and individually authorize and direct the District, in writing, to do so, the amounts necessary to meet Local membership dues.
- (B) The deductions authorized hereunder shall be made by the District on a biweekly basis, and the amounts deducted shall be remitted to the Civil Service Employees Association, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12209. The Local assumes full responsibility for the disposition of, and accountability for, any and all monies so deducted and remitted as provided herein.

- (C) Deductions authorized by an employee shall continue as so authorized unless, and until, such employee notifies the Board as to his desire to discontinue or to change such authorization in writing.
- (D) Written notification of intention to withdraw such authorization shall be submitted to the District in triplicate, with copies being sent to the C.S.E.A. Field Representative, the District, and the C.S.E.A. Unit, and signed personally by the employee who intends to effect such termination of authority.
- (E) The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining Unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining Unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE III

Management Prerogatives

Except as otherwise specifically provided in this Agreement, the District has the exclusive right, as a public employer, to manage its affairs and to direct and control its operations. Such traditional Management prerogatives shall include, but not be limited to, the following rights:

- (A) To select, hire, promote, transfer, assign, discharge, discipline, lay off employees or discontinue their positions, subject, however, to the New York State Civil Service Law, or other applicable statute and the grievance procedure, as set forth in Article XVII of this Agreement.
- (B) To make rules and regulations governing the conduct, appearance, and safety of its employees.
- (C) To maintain discipline and efficiency among its employees.
- (D) No employee shall be required to work a split shift. The employer may not alter the scheduled working day or work week of any employee, except on two (2) weeks' prior notice, in writing, of such change, except for short-term individual emergencies.
- (E) To install and/or remove equipment.
- (F) To establish and maintain all other work rules, as well as necessary and reasonable operating rules and regulations not in conflict with those contained herein or the laws of the State of New York. (Existing work Rules and Regulations included as Appendix A hereto are made a part of this Agreement by reference thereto.)

ARTICLE IV

Local Activities

- (A) Permission will be granted and adequate facilities will be made available, for the conduct of Local business directly connected with this Agreement, on timely notice, in advance, to the General Supervisor, and further provided that such activity does not interfere with the operation of the District.
- (B) Time required by designated members of the shop committee (a) to appear in court as witnesses, or (b) participate on behalf of the Local in any administrative proceedings arising out of a grievance as defined in Article XXVII shall be compensated to a maximum total of ten (10) days in any one calendar year. Such compensatory time shall not be charged against vacation, sick leave, or personal days otherwise due to an employee under the contract.
- (C) A list of the names of all new employees hired, date employed, and their classification is to be furnished to the Local.

ARTICLE V

Employees' Rights

- (A) The District agrees that there will be no discrimination in the hiring of employees or in their training, upgrading, promotion, transfer, layoff, discipline, or discharge by reason of race, color, national origin, sex, marital status, or political affiliation.
- (B) All disciplinary proceedings hereunder will be conducted pursuant to the terms and provisions of Article V, Section 75, et seq. of the Civil Service Law of the State of New York and the regulations of the Nassau County Civil Service Commission. This is to apply to all employees in the Unit.

The seniority status to which an employee has become entitled shall not be adversely affected by a penalty imposed by the District as a result of a disciplinary proceeding brought under CSL, Sec. 75 (supra).

- (C) For the continued maintenance of a high standard of service to the community and good morale among the District personnel, a labor-management committee, composed of an equal number of representatives mutually agreed upon by the parties hereto, will be formed as soon as is reasonably possible following ratification and execution of this Agreement.

Meetings of such committee will be scheduled by mutual consent of the parties should the need arise. The purpose of such meetings shall be for discussion of matters of common interest to

the parties, as well as for the submission of constructive proposals for further consideration by the Board of Commissioners. Except as otherwise provided herein, such meetings shall not be construed as a vehicle for voicing of grievances.

ARTICLE VI

Hours of Work

- (A) The normal work week shall consist of four (4) ten (10) hour days totaling forty (40) hours. These days will be Monday, Tuesday, Thursday, and Friday, unless a legal holiday is observed on one of these days. If a holiday is observed on a Monday or Tuesday, the District will pick up on Wednesday. If a holiday falls on a Thursday or Friday, the District will pick up on Saturday.
- (B) The following break schedule will be in effect:
- | | |
|------------------|--|
| One Load days: | Crews work straight through, no break. |
| Two Load days: | 30 minute break between loads 1 and 2. |
| Three Load days: | 10 minute break between loads 1 and 2. |
| | 30 minute break between loads 2 and 3. |

Management reserves the right to alter the times at which breaks may be taken due to operational contingencies.

- (C) Employees shall work until the recycling MRAs are completed, unless otherwise directed by Management.

ARTICLE VII

Salaries

- (A) Rates of pay. For the term of the Agreement, the existing annual base rate of pay for each covered employee shall be increased as follows:
- (1) As per the recommendation of the Fact Finder Philip Ruffo for the 1998 - 2000 contractual agreement between Sanitary District No. 2 and Unit III, effective January 1, 2001, the salary schedule Section 1 seventh (7th) year and Section 2 tenth (10th) year will be increased \$825.00, a one time increase.
 - (2) Effective January 1, 2001, all covered employees receive a wage increase, into the base salary of \$1,660.00.
 - (3) Effective January 1, 2002, all covered employees receive a wage increase, into the base salary of the flat rate of the Sanitary District No. 2, Unit I, Motor Equipment Operator top

tier salary, adjusted to reflect the cost of living based on the Bureau of Labor Statistics (national) as of January 1, 2002. The District agrees that if the cost of living number is below 3.5%, the base increase will be calculated at 3.5%. If the cost of living number is greater than 4%, the increase will be calculated at 4%.

(4) Effective January 1, 2003, all covered employees receive a wage increase, into the base salary of the flat rate of the Sanitary District No. 2, Unit I, Motor Equipment Operator top tier salary, adjusted to reflect the cost of living based on the Bureau of Labor Statistics (national) as of January 1, 2003. The District agrees that if the cost living number is below 3.6%, the base increase will be calculated at 3.6%. If the cost of living number is greater than 4.25%, the increase will be calculated at 4.25%.

(5) Effective January 1, 2004, all covered employees receive a wage increase into the base salary of the flat rate of the Sanitary District No. 2, Unit I, Motor Equipment Operator top tier salary, adjusted to reflect the cost of living based on the Bureau of Labor Statistics (national) as of January 1, 2004. The District agrees that if the cost of living number is below 3.8%, the base increase will be calculated at 3.8%. If the cost of living number is greater than 4.25%, the increase will be calculated at 4.25%.

A wage schedule for the term hereof, reflecting job classification levels for years of service indicated, hired prior to January 1, 1998, is attached hereto as Appendix B, Section 1.

A wage schedule for the term hereof, reflecting job classification levels for years of service indicated, hired after January 1, 1998, is attached hereto as Appendix B, Section 2.

(B) Drivers. Any Recycling Worker assigned as a steady driver on a Recycling vehicle (meaning the top six (6) drivers) will receive a driving differential whether they drive or not.

Any Recycling Worker assigned as an extra driver on a Recycling vehicle for the workday, will be credited with a driving day differential.

The driving differential will be as follows:

\$ 9.00 per day in 2001

\$10.00 per day in 2002

(1) Driving will be done according to the District Driving Seniority List.

(C) Longevity Payments.

An annual lump sum of Three Hundred (\$300.00) Dollars will be paid to all covered employees in this bargaining Unit with ten (10) years or more of continuous service with the District.

ARTICLE VIII

Seniority

- (A) Unless otherwise specifically provided herein, seniority will be District-wide and will be established on the basis of continuous full-time service in the employ of the District from the date of first hire, excluding any time not in the employ of the District.
- (B) In the event that a layoff becomes necessary, seasonal part-time and probationary employees shall be laid off first and thereafter, should further reduction in personnel become necessary, such additional layoffs shall be based upon inverse seniority.
- (C) The recall of employees to work following a layoff, shall be on the basis of seniority, subject only to the knowledge and skill of such employee and his physical fitness for the job involved.
- (D) No temporary, seasonal, or part-time employees shall be hired until regular employees in available job categories are recalled.

ARTICLE IX

Premium Day Work

- (A) Any employee, when required to work on a Wednesday or a Saturday to make up for a holiday, or when called in for any reason during his scheduled vacation, will be paid at the following rate:
 - (1) Wednesday and Saturday: Time and one-half (1-1/2) times employees regular hourly base rate (15 hours); except for the three (3) winter holidays (New Year's Day, Lincoln's Birthday and Washington's Birthday), for which employees who work will be paid ten (10) hours. Only employees who actually perform and complete assigned task, not those employees who are off due to vacation, sick leave, personal leave, will receive Premium Day Compensation.
 - (2) Sunday or Vacation Call-In: Two (2) times employee's regular hourly rate (in the latter case) such premium shall be deemed to include a vacation day's pay.
- (B) In the event of an emergency arising after completion of an employee's regularly scheduled work shift, such employee shall be paid at the rate of time and one-half (1-1/2) times such employee's regular base rate, except when the emergency arises out of the negligence of such employee.

(C) Premium work week will be as follows:

- (1) Only those employees working a full week, including the premium work day, will receive fifty-five hours pay.
- (2) Any employee on scheduled vacation will be paid for forty hours and charged for three days' vacation.
- (3) Any employee who calls in sick on the Tuesday or Wednesday or Friday or Saturday during a holiday week, must produce a medical certificate acceptable to Management, or will not be paid for the holiday.
- (4) No personal days or accumulated vacation entitlement will be granted on either of the next two days immediately following a holiday. Management may at its discretion waive this rule under conditions of a valid emergency.
- (5) Any employee out due to Jury Duty or Bereavement Leave will receive a maximum of forty hours.

ARTICLE X

Holidays

(A) The following days shall, during the term of this Agreement, be deemed paid holidays and observed as such on the date customarily recognized or, in the alternative, on any other date designated by either national or New York State proclamation:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Veterans' Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Fourth of July | 12. Christmas Day |

(B) When a designated holiday is observed on a Wednesday, or Saturday, employee will receive one extra day's pay at the base rate prevailing for such employee (10 hours).

(C) Employees assigned to work on a holiday shall be compensated for all work performed at two (2) times the base rate prevailing for such employee.

ARTICLE XI

Vacations

(A) Employees covered by this Agreement shall be eligible for vacation benefits equal to the number of

working days as shown in the following schedule, and upon completion of continuous service in the employ of the District for the periods indicated:

11 Days after one (1) year
12 Days after two (2) years
13 Days after three (3) years
14 Days after four (4) years
15 Days after five (5) years
16 Days after six (6) years
17 Days after seven (7) years
18 Days after eight (8) years
20 Days after fifteen (15) years

- (B) Earned vacation time may be accumulated up to a maximum of twenty (20) days.
- (C) Management will prepare a vacation schedule annually. Employees will choose vacation times in January of each year.
- (D) Vacation, when earned, may be taken at any time between the first and last day of the calendar year, providing it is numerically possible and does not adversely affect normal District operations.
- (E) Payment of vacation pay will be made on the last day prior to the beginning of the employee's vacation, provided written request has been made three (3) weeks prior to such pay day.
- (F) Upon resignation, an employee who is entitled to a vacation allowance under the foregoing schedule shall make a written request therefor to Management two (2) weeks in advance of any proposed termination of employment.
- (G) Vacations will be selected on the basis of District-wide Seniority. There must, however, be five Recycling Drivers available to drive in any given week.
- (H) Upon termination prior to December 31st of any given year, vacation benefits will not be pro-rated on basis of service during such year.
- (I) Vacation will be selected in block groups of four (4) day week.
- (J) Vacation selection will be limited to a maximum of four weeks on the employee's first selection. This allows the employee to select his annual vacation, plus the accrued personal days not used in the previous year.

ARTICLE XII

Sick Leave

- (A) Each employee shall be granted twelve (12) sick days annually, which leave shall be cumulative to a total of one hundred thirty-six (136) days.
- (B) Upon the accumulation of forty (40) sick-leave days, an employee shall become entitled to one

week's paid sick leave in one calendar year. After using such entitlement, the employee will have reduced their accrued time by forty hours.

- (C) Any sick leave in excess of four (4) consecutively scheduled work days must be supported by a medical certificate acceptable to Management.
- (D) Management may designate a District Supervisor or physician to visit an employee if said employee has been absent for sickness for one week.
- (E) Any employee who is sick on a Tuesday, Wednesday, Friday, or Saturday work day, must submit a medical certificate that is valid and acceptable to Management, or will not be paid for the premium day or the holiday missed.
- (F) All of the above rules are subject to being waived by Management under conditions of a valid emergency situation. The reasons for the emergency situation must be submitted in writing and be acceptable to Management.

ARTICLE XIII

Personal Leave

- (A) Employees in the bargaining Unit covered by this Agreement shall be entitled to a total of four (4) personal-leave days without loss of pay during each calendar year.
- (B) Such annual personal-leave allowance shall not be cumulative from year to year.
- (C) Any unused personal-leave days remaining at the end of a calendar year may either be:
 - 1. Added to the vacation allowance to which an employee becomes entitled during the next succeeding calendar year, or in the alternative:
 - 2. Converted to cash, according to the following schedule:

a. Four (4)	100% cash value
b. three (3)	100% cash value
c. two (2)	100% cash value

Such conversion amounts will be paid the first pay period in December of each year with three weeks' prior written notice to Management. Management may waive this time requirement in the case of emergency situations.
- (D) No personal days will be approved or granted for any day during the period where an overtime situation has been declared by the Board of Commissioners.
- (E) No more than one (1) personal day will be approved or granted on any given day.
- (F) No personal leave will be granted on Wednesday or Saturday, unless under emergency conditions, and then supported by a written note acceptable by Management.

- (G) All of the above rules are subject to being waived by Management under conditions of a valid emergency situation. The emergency situation should be submitted in writing and be acceptable to Management.

ARTICLE XIV

Bereavement Leave

Employees in the Unit herein shall be granted bereavement leave to the extent stated in this provision, which leave shall not be charged against an employee's entitlement under this Agreement to vacation, overtime, sick leave, or personal days. Such bereavement leave entitlement shall be up to three working days to arrange for and attend the funeral of the following deceased family members of an employee: husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. Bereavement Leave is meant to relieve the burden of grief caused by the death of loved ones, and to facilitate in the necessary preparations for funeral arrangements.

ARTICLE XV

Jury Duty

Employees serving on jury duty shall be paid full pay.

ARTICLE XVI

Leave of Absence

- (A) Employees in the Unit covered by this Agreement may be granted leaves of absence without pay, not to exceed six months in length, for restoration of health or the alleviation of hardships involving themselves or their family. Such action shall be at the discretion of the Board of Commissioners.
- (B) An employee who terminates his employment or takes a leave of absence for the purpose of entering military service shall be entitled to the payment in cash of an amount equivalent to the monetary value of his accumulated vacation credit as of the time of such separation, which credit shall not exceed twenty (20) days.

ARTICLE XVII

Health Insurance

- (A) For the term of this Agreement, the District will provide, and underwrite 85% of the cost of a

comprehensive health insurance program for current, permanent, full-time employees, to consist of a comprehensive health insurance program, prescription, dental benefits, and life insurance (to cover full-time students to twenty-three (23) years).

- (B) Effective for the term of this Agreement, the District shall pay the full cost of comprehensive health insurance program and prescription cost as a retirement benefit. In order to be eligible, an employee must have a minimum of twenty (20) years of service with the District and be at least fifty-five (55) years of age. The employee's coverage will be in force until his sixty-fifth (65) birthday inclusive.
- (C) Employees that will receive all current health benefits, shall be required to pay 15% of the total cost of the health package, not to exceed \$1,800.00 per year for family coverage and \$850.00 per year for individual coverage, during the term of this contract. Such employee contributions will be automatically deducted in the biweekly payroll.
- (D) Effective for the term of this Agreement, all Unit members may receive FIFTY PERCENT (50%) of the District's cost for medical coverage that is temporarily suspended, due to the fact that they have other existing coverage.

To receive this reimbursement, the employee must prove they have existing coverage in force. This Agreement will remain in force, until said employee requests reinstatement. Upon request for reinstatement, the District will return medical coverage as soon as the insurance company allows reinstatement. Upon notification by the employee, the District will suspend the medical benefits for the entire year. The employee's compensation will be paid as follows: 50% reimbursement in January and the remaining 50% in June.

Renewals will be effective January 1st of the following year and be in force for the entire year. Should an employee request reinstatement before the end of the calendar year, the compensation will be pro-rated to reflect that date, and still be paid in two (2) installments in January and June of the following year.

The medical coverage that this affects will include: the comprehensive medical insurance coverage with prescription, optical and Dental/Life.

ARTICLE XVIII

Retirement

During the term of this Agreement, the District will pay full benefit contributions to afford all eligible

employees in the Unit herein the benefits provided under New York State Social Security and Retirement Law, Section 75(i) (the noncontributory improved "20 Year Career" plan).

ARTICLE XIX

Termination

- (A) Unless discharged for cause, employees in the Unit will, upon retirement or other voluntary termination, be compensated in the cash amount equivalent to the accumulated unused sick-leave entitlement of each employee in accordance with the following schedule:

	<u>Percent of Accumulated Benefits</u>	<u>Years of Service</u>
Fifty	(50%) percent upon completion of	Ten (10) years
Seventy-five	(75%) percent upon completion of	Fifteen (15) years
One Hundred	(100%) percent upon completion of	Twenty (20) years

In order to qualify for the aforesaid benefit, written notice to the District must be submitted by the employee no later than August 15th of the year preceding the year of termination. Nothing herein contained, however, shall prevent the District from waiving this notification requirement. However, the refusal of the District in any case to waive such notice shall not be subject to the grievance procedure. In computing completion of service, only continuous, uninterrupted service of employment by the District shall be considered.

- (B) In case of accidental death, of a current, full-time employee, any accrued benefit entitlement shall be paid to his designated beneficiary and/or the estate of such decedent.

ARTICLE XX

Uniforms

- (A) The District shall, at no cost to the employee, provide, maintain, and replace uniforms for each employee adequate for the seasonal changes of weather. Such equipment will be provided and maintained as per conditions stated in the current letter of agreement from East Coast Industrial Uniform Corp with the District. Lost articles shall be paid for by the employees.
- (B) Gloves with leather palms will be issued for twelve (12) months. Rubberized gloves will be issued when needed. Old gloves must be turned in for new issue.
- (C) One (1) set of rain gear will be issued when needed. Old rain gear must be turned in for new issue.

ARTICLE XXI

Veterans

Employees who are veterans of service in the Armed Forces of the United States and who were discharged under honorable conditions shall be entitled to all of the credits, benefits and/or privileges as provided under any New York State or federal laws applicable thereto.

ARTICLE XXII

No Strike

The parties to this Agreement recognize that strikes, slow-downs, and all other forms of work stoppage by public employees are contrary to law and against public policy and, therefore, subscribe to the principle that all differences arising hereunder shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the Operation of the District. The Local agrees that there will be no strikes, slow-downs, work stoppages, or other concerted refusal to perform work by employees in the Unit herein or any instigation thereof during the terms of this Agreement.

This District agrees to bargain in good faith with the Local and use no tactics which may be deemed as unfair labor practices.

ARTICLE XXIII

Promotions

- (A) Promotions will be considered on the basis of seniority, provided that the employee has the proper qualifications and is physically able to perform the job involved.
- (B) Job openings in the Unit shall first be offered to qualified personnel of the District. Civil Service job specifications for open positions are to be posted on the bulletin board at least thirty (30) days prior to the filling of said positions.
- (C) The promotion of any employee shall mean a transfer, other than temporary, to a higher graded job and higher rate of pay. The salary of any employee so promoted shall be the minimum increment over his old salary rate in the new grade.
- (D) Civil Service job specifications for open positions within the Unit are to be posted on the bulletin board for at least thirty (30) days prior to filling said positions.
- (E) The promotion of any employee shall mean a transfer, other than temporary, to a higher graded job and a higher rate of pay.

ARTICLE XXIV

Personnel Files

Any employee, upon written request, shall be permitted to examine his official employment and personal file, located in the District Office. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his official employment file or personal file, unless the employee has had an opportunity to read the material. Any material to be filed in an employee's employment file or personal file must be shown to the employee within thirty (30) days or be destroyed. The employee with his representative shall acknowledge that he has read such material within thirty (30) days by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed. This does not necessarily indicate agreement with its contents. Any employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

ARTICLE XXV

Workers' Compensation

Employees entitled to Workers Compensation will receive benefits in accordance with the applicable statutes as administered by the New York State Workers Compensation Board.

ARTICLE XXVI

Weather Emergency

When an emergency situation is declared by Management to exist because of prevailing adverse weather conditions, employees in the Unit, prevented from working by reason thereof, shall be paid their regular rate for each day involved.

ARTICLE XXVII

Grievance Procedure

- (A) A grievance shall be defined for the purpose of this provision as a complaint by any employee, the Chapter, or the Employer, arising from an alleged violation, difference of opinion, misinterpretation, or alleged inequitable application of the terms of this Agreement.
- (B) A direct order from supervisory personnel made in connection with the regular conduct of the operational business of the Employer under all circumstances must be carried out, except where the

health or safety of the employee is directly involved, and any objection thereto raised at a later time through either one of the alternate procedures provided in this Agreement.

- (C) Formal grievances hereunder, when initiated by any employee, the Unit, or the Employer, as the case may be, shall be processed in the manner hereinafter provided in paragraph (d) hereof.

- (D) Step I

Notice of an alleged grievance shall be submitted in writing to the General Supervisor within ten (10) working days after the date of the occurrence complained of. Thereafter, and within ten (10) working days following such submission date, a Management determination will be made and written notice of such decision forwarded to the employee or the Chapter, as the case may be.

Step II

Any grievance not disposed of at the initial stage (above) may then be referred within ten (10) working days following the date of the Step I decision to the District Board of Commissioners for further consideration.

Such referral shall be in writing in a form to be agreed upon by the parties hereto. Thereafter, and within ten (10) working days after submission of such appeal, the Board will render a decision, in writing, on the subject matter of the grievance.

Step III

A grievance which still remains unsettled after completion of the Step II procedure may be submitted to arbitration by any party hereto, in accordance with the applicable provisions of the New York State Taylor Law (Part 207, et seq., Rules and Regulations of the Board), within a period of ten (10) working days following the date any decision is rendered by the Board.

- (E) Unless otherwise mutually agreed upon in writing by the parties hereto, the failure upon the part of any employee, the Chapter or the District to meet a time requirement exactly as set forth in the foregoing grievance procedure will be deemed to constitute an abandonment of the matter, and any determination made at the procedural step immediately preceding shall be final and binding on the party in default for all purposes.
- (F) Arbitration expenses shall be shared equally by all of the interested parties thereto. The decision of the arbitrator shall be final and binding upon all parties involved in the matter.
- (G) The District shall have the right to present and process a grievance under this Article. Such grievance shall be instituted at Step II.
- (H) A non-member of the Local who is an employee in the bargaining Unit shall have the right to present

and process a grievance as provided herein. In such instance, an officer of the Local shall have the right to be present as an observer at any step of the grievance procedure.

- (I) Time limits prescribed in this grievance procedure may only be extended by mutual agreement, in writing, subscribed by authorized representatives of the parties hereto.

ARTICLE XXVIII

Legal Challenge

Should any part of this Agreement be held illegal by any competent tribunal, then the balance of the agreement shall remain in full force and effect. The parties agree to meet immediately to work out a proper substitute for any portion of the agreement which is held to be illegal.

ARTICLE XXIX

Options

In the event that legislation is enacted by the State of New York during the terms of this Agreement, permitting the twenty (20) year retirement plan at one-half (1/2) pay, no age limit, the Local shall have the option, on written notice to the District, to reopen collective negotiations as to such subject matter only.

ARTICLE XXX

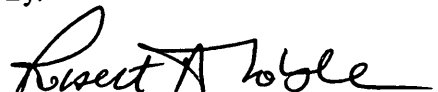
Duration of Agreement

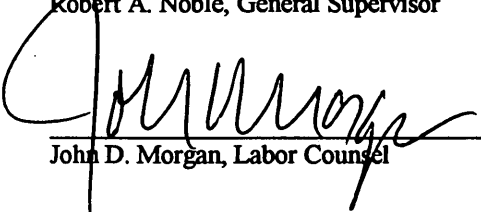
The terms and provisions of this Agreement, except as otherwise specifically provided herein, shall become effective as of January 1, 2001, and shall remain in full force and effect until midnight, December 31, 2004, and binding upon the parties hereto for the term hereof. During such term, the Agreement shall not be changed, altered or amended in any way, except in a writing signed and subscribed thereto by persons duly and properly authorized by the said parties to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have their hands and seal thereto, executing this Agreement by their duly authorized agents this 21st day of December, 2000. Done in Baldwin, New York.

BOARD OF COMMISSIONERS
SANITARY DISTRICT NUMBER TWO
TOWN OF HEMPSTEAD

By:

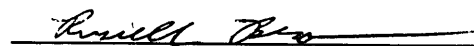

Robert A. Noble, General Supervisor


John D. Morgan, Labor Counsel

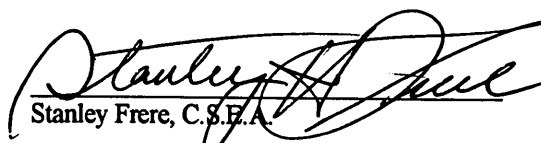

Michael J. McDermott
Recycling Coordinator

CIVIL SERVICE EMPLOYEES ASSN., INC.
LOCAL 1000, AFSCME - AFL-CIO

By:


Russell Brower


William Fink


Stanley Frere, C.S.E.A.

APPENDIX A

RULES AND REGULATIONS

(A) WORK ASSIGNMENTS

1. All employees must report for work not later than 6:30 a.m. (prevailing time) daily, unless such reporting time is changed by Management. Time recording clock is to be used.
2. Any employee who cannot report for work, due to sickness or any other valid reason, must notify the District not later than 6:15 a.m. (prevailing time) on that day and state his reason for not reporting for work. Employees who neglect to call and then report for work the next scheduled work day will not be permitted to work and will lose the equivalent of two (2) days' pay, namely, the day on which the employee failed to call and the day on which he has reported to work after failing to call as required above. The foregoing penalty may be waived on the basis of a reasonable explanation acceptable to Management.
3. All employees shall be assigned daily in accordance with the needs and best interests of the District.
4. A regular employee who reports to work and punches in not later than 6:30 a.m. on a scheduled work day will be assigned to a job for that day.

(B) DRIVERS AND APPARATUS

5.
 - a. The Driver and Helper shall wipe off the trucks each morning. Mechanics will check radiators while anti-freeze is in them. Trucks will be polished by the crew of each truck weekly. Truck crews will also clean and wash the trucks daily, as per posted schedule or when directed by a Supervisor. Any work required by Management before the normal starting time of 6:30 a.m. (prevailing time) would be paid at the rate of time and one-half. A Supervisor will inspect trucks washed by crews and the crew will only be released if the truck is satisfactorily cleaned.
 - b. The Driver will also comply with the daily checklist issued May 8, 1977, located in the glove compartment of each truck, or elsewhere visible, before leaving the garage.
6. The Driver shall be in charge of the truck and be fully responsible, after leaving the garage, for the operation of the truck and Helpers. He shall report any violation of the Rules to Management immediately, in writing.
7. The Driver must drive his truck with all possible caution and observe all traffic laws and road regulations. Drivers must drive in a safe manner at all times. Drivers must be courteous to other motorists and pedestrians. Driver are not permitted to drive on the wrong side of the road.
8. The Driver must drive his truck only on roads as set up by Management. If, in an emergency, any other road must be traveled, report of such change must be made to the General Supervisor upon returning to the garage. Operators of the District trucks or other vehicles who violate this rule may be suspended.
9. The Driver, if he has an accident, will follow the procedure in the memo entitled, "In case of an accident involving your vehicle, it is required that you do the following ...", this memo to be located in the glove compartment of the truck or in another visible area. He shall report such accident to the office immediately on the form supplied by the District. In accordance with Federal statues, and the District Drug and Alcohol Policy, attached as Appendix E. the Driver may be required to be tested for drugs and/or alcohol.
10. The Driver, at the end of the work days, shall make out the "Driver's Report", report any mechanical troubles with the truck, and sign the daily mechanic's record book, including the names of Helpers.
11. All Helpers shall ride on the side step plates or in the cab of the truck at all times. No Helper shall be permitted to ride on the running boards at the sides of the cab or two front side steps. This rule is to

allow the Driver full vision on either side.

12. The Recycling Workers shall at all times guide the driver and the truck when backing up at the Recycling facilities, dead end streets, lower garage, or any other time the truck is required to back up.
13. No Helper shall be permitted to operate a truck at any time unless such permission is granted by the Management, nor is any Helper permitted to leave his truck during working hours.
14. All materials must be carried in the body of the truck. Under no circumstances will recyclable materials and/or materials of any kind be carried in the cab of the truck. There shall be absolutely no salvaging of materials of any kind.
15. District employees shall not permit a fellow employee or any other person without proper authority to operate a District motor vehicle or machinery not assigned to him, or permit any person to ride in or on any District vehicle without authority.
16. District employees who drop any material from a box being emptied into a truck must clean it up. All collected materials on the truck are the responsibility of the crew.
17. Drivers and Helpers are required to maintain truck cabs clean and free from storage of anything except the employee's working gear and wearing apparel to be used for that work day.

(C) GENERAL DEPARTMENT

18. All truck crews shall work as quietly as possible, especially in the early hours of the morning. Do not throw blue boxes, but walk back with empty box and place upside down on property line. Any blue box containing items other than recyclables shall be placed back at curb right side up and violation notice - properly filled out.
19. Truck crews shall make collections of blue boxes in full accordance with the District Rules and Regulations herein.
20. No Driver or Helper is to go on private property.
21. All employees of the District are prohibited from soliciting gratuities of any nature or demanding a gratuity or anything of value in connection with District operations or regulations.
22. No District employee shall be under the influence of any intoxicant or drug when reporting for work, or while working, or when reporting at any time at the District premises. There shall be no drinking of alcoholic beverages on the trucks during working hours. Alcoholic beverages are not to be carried on the trucks at any time. M.E.O.'s will be held responsible for the observance of this rule. Any violation of this rule will result in the immediate implementation by Management of the disciplinary measures provided under Article 5 sub B of this Agreement.
23. Employees shall not use rude or discourteous conduct in relations with the public, management personnel, or other fellow employees. Employees shall not engage in any type of confrontation with the public, residents, motorists, storeowners, etc. Employees will immediately notify the District office and await a Supervisor when they have any type of problem with the public.
24. Employees shall not make false reports, statements, or false entries in or on any District or other official record, or in connection with any District operation or activity.
25. District employees shall not be persistent violators of District rules, regulations, or orders.
26. Employees shall not use obscene or abusive language to, or threaten or intimidate, Management personnel, fellow employees, or the general public.
27. Employees shall not fail to report a change of address or telephone number within ten (10) working days. Failure to comply may lead to suspension until the next meeting of the Board of Commissioners, at which time, disciplinary action will be determined.

28. Employees shall not fail to maintain neat personal appearance at all times while on duty and shall wear uniforms as issued by the District.

(D) MISCELLANEOUS

- *29. Employees must report all injuries, in writing, to Management on the same day that the injury occurs and complete the required District injury report form.
- *30. Time recording cards must be punched by all employees at starting time and directly after the truck is backed into the garage and wiped off at the end of the work day. Time cards are to be punched only by the employee himself.
31. Each employee will register his own card only. Any employee who registers the time of another employee, and the employee who made such a request, will be immediately suspended. Any violation of this rule will result in the immediate implementation by Management of the disciplinary measures provided under Article 5 sub B of this Agreement.
32. Employees shall obey all laws, regulations, orders, directives, and instructions of Management relating in any way to District operations.
33. Management may, at its option, require any employee to take a physical examination before a doctor to be selected by the District, where there is reason to believe said employee incapable of performing his duties. This examination may include a drug and/or alcohol screen test. Said doctor is to report in writing to the District the physical condition of said employee as a result of such examination, and a copy of the report is to be furnished to the employee.
34. Any employee who calls in sick, and does not have sick time days on the books, must have a medical certificate acceptable to Management, to return to work. The above rule may be waived by the District.
35. This work rule creates a Safety Driving Committee. The purpose of this Committee is to review all driving accidents involving Unit III personnel and to report their recommendations to the Board of Commissioners. The Committee shall consist of Supervisory Personnel. The Safety Driving Committee will act on all accidents. The Committee shall consist of two (2) members of the bargaining Unit, two (2) Recycling Supervisors, and the Recycling Coordinator or the General Supervisor.
36. It is the duty and responsibility of all recycling workers to see that all areas involving Recycling are kept clean of debris and, at the end of the day, that the lower drop-off site and lower garage are clean and neat.
37. Drivers will be randomly tested for drugs and alcohol in accordance with Federal Department of Transportation Regulations and the District Drug and Alcohol Policy attached as Appendix E.

The Committee will have the right to recommend the following actions to the Board of Commissioners:

1. A reprimand be placed in the folder of the driver.
2. The driver be suspended from the driver's list, with no loss of pay, for a period of up to thirty (30) days.
3. The driver attend a mandatory safety training program.
4. The driver's safety award for that year be withdrawn.
5. An Article 75 be brought against the driver.
6. In the judgment of the Committee, the facts do not warrant the initiation of a grievance by the District nor disciplinary action of any kind.

The actions of the Board of Commissioners on these recommendations will be final and binding.

APPENDIX B

SANITARY DISTRICT NUMBER TWO

SALARY SCHEDULE

All employees will receive an annual pay raise on January 1st of each year. The increase will be based on the Sanitary District No. 2 Unit I top tier Motor Equipment Operator salary as noted below:

Section 1 (For employees hired prior to January 1, 1995):

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
START	25,168			
1 st YEAR	30,548			
2 nd YEAR	34,447			
3 rd YEAR	38,956			
4 th YEAR	43,138			
5 th YEAR	43,792			
6 th YEAR	44,358			
7 th YEAR	45,752	(+1,767)*	(+1,881)**	(+2,057)**

Section 2 (For employees hired beginning January 1, 1995):

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
START	24,873			
1st YEAR	26,444			
2nd YEAR	27,713			
3rd YEAR	29,260			
4th YEAR	30,545			
5th YEAR	34,447			
6th YEAR	38,956			
7th YEAR	43,137			
8th YEAR	43,792			
9th YEAR	44,358			
10th YEAR	45,752	(1,767)*	(+1,881)**	(+2,057)***

*Calculated at a 3.5% increase. If the cost of living based on the Bureau of Labor Statistics (national) on January 1, 2002 is more than 3.5%, this amount will be adjusted, but will not exceed 4%.

**Calculated at a 3.6% increase. If the cost of living based on the Bureau of Labor Statistics (national) on January 1, 2003 is more than 3.6%, this amount will be adjusted, but will not exceed 4.25%.

***Calculated at a 3.8% increase. If the cost of living based on the Bureau of Labor Statistics (national) on January 1, 2004 is more than 3.8%, this amount will be adjusted, but will not exceed 4.25%.

APPENDIX C

MINIMUM REQUIRED AREA/SPECIAL PICKUP

1. Minimum Required Area has a starting point and finishing point except in the case of a major breakdown or manpower shortage.
2. Progress of the MRA system will be reviewed at regular intervals by the procedures authorized under Article V (C) of this Agreement.
3. A major mechanical breakdown will be construed as any breakdown in excess of 45 minutes. In this instance, the driver of the truck will be assigned another truck. If no spare truck is available, the driver will get help on his MRA from another truck.
4. Metal Special Pickup (San 4) is assigned to Recycling.

There will be a seventy-five piece unit per day (except in the case of an emergency).
5. The metal truck, because stops are scheduled will roll everyday and will take precedent over the extra and regular MRA trucks.
6. In the event that the metal truck does not roll (due to closing of disposal facilities or lack of scheduled items) the crew will be assigned other duties; however, the driver will still be paid the driving differential regardless of his assignment.
7. The District has the right and obligation to market all recyclable items. Market and transfer facilities are up to the discretion of the Board of Commissioners and Management will dictate where collected recyclables will be sent.

APPENDIX D

DEFINITIONS

The parties hereto agree that the following definitions shall be applicable and controlling for all purposes with respect to both the rules and regulations hereinafter set forth, as well as the Agreement, of which they are made a part thereof by reference in Article III (G) of such agreement.

Employer - Town of Hempstead Sanitary District Number Two, a municipal subdivision empowered to exercise the administrative powers and execute authority granted under the pertinent provisions of the Consolidated Laws of the State of New York and the Nassau County Administrative Code applicable thereto; and a public employer within the definition of the term in Section 201(6)(a) of the Taylor Law.

Local - The Civil Service Employees Association, Inc., Local 1000, AFSCME - AFL-CIO, an employee organization within the term, as defined in Section 201(5) of the Taylor Law.

Taylor Law - Article 14, Section 200, et seq., Civil Service Law, State of New York.

District - The Board of Commissioners, a District representative of Management, such as the Secretary to the Board, General Supervisor, and/or any duly designated supervisory personnel, all of whom are sometimes referred to in the agreement by the collective term, "Management".

Unit Activities - Those activities which relate directly to the Local unit of employees represented by Local 1000, AFSCME - AFL-CIO the conduct of which shall be limited to the extent stated in Article IV of the Agreement.

Employee - Any person in the competitive or noncompetitive (labor) class with permanent, full-time employment status in a job category set forth in the unit, as defined in Article I of the Agreement.

Secretary to the Board - One who is appointed by the Board of Commissioners and who is charged with administrative duties of the District, other than in emergencies, pursuant to authority granted to him by the Board of Commissioners.

General Supervisor - One who is appointed by the Board of Commissions and who is primarily charged with the operation of the District, other than in emergencies, pursuant to authority granted him by the Board of Commissioners.

Supervisor - Persons appointed by the Board, and under the supervision of the General Supervisor of the District, who are charged, other than in times of emergency, with only the duty of supervision of recycling employees.

Recycling Coordinator - Appointed by Board to oversee all recycling reports to Board through the General Supervisor.

Recycling Driver - An employee of the District, who possesses the necessary qualifications to operate the District's vehicles and is assigned to do so.

"Temporary Employee" - Persons employed by the Board of Commissioners on a temporary, part-time basis, to whom no fringe benefits will apply.

Seasonal Employee - Persons employed by the Board of Commissioners as summer vacation replacements only, to whom no fringe benefits will apply.

Overtime - Time actually worked by an employee in excess of the regularly scheduled work week of such employee, except in cases explained in Article VI, Section E.

Sick Leave - Time utilized by reason of personal illness or by reason of injury incurred by an employee, the cause of which is not related to employment by the District.

Personal Injury - When used in this Agreement, the term shall be limited to an injury sustained in the course of employment by the District and determined to be compensatory under the applicable provisions of the New York State Workers Compensation Law.

Strike - As the term is defined in Sections 201(9) and (b) of the Taylor Law.

APPENDIX E

DISTRICT POLICY FOR POSITIVE DRUG OR ALCOHOL TEST RESULTS

- I. An employee who has an EBT result (after a confirmation test) of greater than 0.02% but less than 0.04%, shall be suspended, without pay, for a period of two (2) working days. Thereafter, such employee must undergo a Return To Duty Test, which must have a negative result before return to active duty status. Any employee who fails the test will be continued on suspension and the employee ordered to be evaluated by a substance abuse professional (S.A.P.). The employee will not be permitted to return to work until such time as released by the S.A.P., and has passed a Return To Work Test.
- II. Any employee who has an EBT result, (after a confirmation test), of greater than 0.02%, but less than 0.04% for a second time within a twenty-four (24) month period, will be suspended, without pay, for a minimum of twenty (20) working days.

Any employee who has an EBT result, (after a confirmation test), of greater than 0.04% will be suspended, without pay, and will be referred to a S.A.P., for evaluation and treatment. The employee must then verify the completion of recommended treatment, and successfully pass a Return To Duty Test, before being approved for return to active duty status. Minimum suspension without pay for initial EBT result of greater than 0.04%, will be twelve (12) working days.

An employee who has an EBT result of 0.04%, or greater, for a second time within a twenty-four (24) month period will be suspended without pay for a minimum period of forty (40) working days.
- III. In the case of any employee, with a combination of EBT results, in excess of 0.02%, for three (3) or more occasions, within a twenty-four (24) month period, disciplinary proceedings will be initiated by the District, in the manner provided under the collective bargaining agreement in force with the C.S.E.A., AFL-CIO, AFSME Local #1000, for units represented by such organizations, as well as Unit II and non-unit employees, all pursuant to the New York State Civil Service Law, Sec. 75.
- IV. Any employee who refuses to take an EBT will be considered to have tested positive, and will be suspended without pay for a minimum of twelve (12) working days, and simultaneously referred to the S.A.P. for evaluation. On the refusal by an employee to take an EBT for a second time, within a twenty-four (24) month period, disciplinary action will be taken by the District in the manner stated in paragraph III.
- V. An employee who tests positive for any prohibited drug (marijuana, cocaine, opiates, phencyclidine PCP, amphetamines including methamphetamines, or any other drug prohibited by Department of Transportation regulations) shall be referred to a S.A.P. for evaluation and will be suspended without pay for a minimum of twenty (20) working days. Employees who fail a second drug test within a twenty-four (24) month period will be subject to disciplinary charges as provided in paragraphs III and IV (supra).
- VI. Any employee referred to a S.A.P. must submit to the District verified weekly attendance reports together with an acceptable completion report before return to active duty status. Failure to produce either report will result in disciplinary charges as heretofore stated in paragraphs III-V (supra).
- VII. Any employee who tests positive for drugs or has a EBT reading of greater than 0.04%, or refuses to take a drug or alcohol test, will be tested a minimum of six (6) times during the next twelve (12) months after return to work. Follow-up testing can continue up to five (5) years.
- VIII. Any employee who voluntarily enters a certified Drug and/or Alcohol Treatment and Rehabilitation program may request to use vacation, accumulated vacation and/or personal time entitlements.
- IX. Any employee who by virtue of testing positive for drugs or alcohol is suspended without pay, for more than twenty-five (25) working days, may request, after the twenty-fifth (25th) day, the use of accrued time. Such an employee will be required to submit a request for re-instatement to active duty status, together with a document acceptable to the District confirming successful enrollment in a treatment program, and in addition, that such request has been discussed with their S.A.P. Appropriate action, in respect of such request, shall be in the discretion of the Board of Commissioners, whose decision shall be final, binding, and in no way subject to labor/management contract, or any other, grievance procedure.

- X. An employee may request that the split sample taken in the test process, be tested and if the result is negative, the District will reimburse the employee any reasonable cost incurred by reason thereof.

Adopted 1/17/96